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PART VI

PUBLIC ADVERTISEMENTS

FOREST DEPARTMENT

OFFICE OF THE CHIEF CONSERVATOR OF FORESTS IN MYSORE, BANGALORE.

Notification No. E. 247-964-38, *dated 27th April* 1939.

It is hereby notified for general information that the exclusive right of collecting Tangadi (Cassia auriculata) and Kakke (Cassia fistula) barks on all Government unoccupied lands and State Forests from 1st July 1939 to 30th June 1941, in the following taluks and sub-taluks will be sold talukwar, hobliwar, firkawar or in smaller units, as the case may be, by public auction by the District Forest Officers of the districts or divisions concerned at their respective district headquarters, on the dates noted against them below.

N.B.—(1) The produce in the taluks and sub-taluks marked with an asterisk will be sold firkawar.

(2) If the majority of the bidders present at the sales desire that the produce in any other taluk not marked with asterisk is to be sold firkawar, it will be done so.

The sales of the several districts will be held on the dates noted below:—

Names of districts, taluks and sub-taluks	Date of sale	Names of districts, taluks and sub-taluks	Date of sale
(1) Bangalore District— 1. Bangalore 2. Hoskote 3. Devanhalli 4. Doddballapur 5. Kankanhalli 6. Channapatna 7. Nelamangala 8. Closepet 9. Magadi 10. Anekal	7th June 1939	(2) Kolar District— 1. Mulbagal 2. Bagepalli 3. Sidlaghatta 4. Goribidnur 5. Chikballapur 6. Bowringpet 7. Malur 8. Kolar 9. Srinivaspur 10. Chintamani 11. Gudibanda Sub-Taluk	9th June 1939

Names of districts, taluks and sub-taluks	Date of sale
(3) Tumkur District—	12th June 1939
1. Tumkur*	
2. Madhugiri*	
3. Pavagada*	
4. Sira*	
5. Chiknayakanhalli*	
6. Tiptur*	
7. Gubbi*	
8. Kunigal*	
9. Kortagere	
10. Turuvekere Sub-Taluk*	
(4) Chitaldrug District—	14th June 1939
1. Chitaldrug*	
2. Challakere*	
3. Jagalur	
4. Hiryur*	
5. Holakere	
6. Davangere	
7. Molakalmuru*	
8. Hosdurga*	
9. Harihar Sub-Taluk	
(5) Shimoga District—	16th June 1939
1. Shimoga	
2. Honnali	
3. Tirthahalli	
4. Kumsi Sub-Taluk	
5. Sagar	
6. Sorab	
7. Shikarpur	
8. Nagar	
9. Channagiri	
(6) Kadur District—	19th June 1939
1. Mudgere	
2. Chikmagalur	
3. Kadur	
4. Koppa	
5. Tarikere	
6. Narasimharajpura Sub-Taluk	
(7) Hassan District—	21st June 1939
1. Hassan	
2. Channarayapatna	
3. Hole-Narsipur	
4. Arkalgud	
5. Belur	
6. Manjarabad	
7. Arsikere	
8. Alur Sub-Taluk	
(8) Mysore District—	23rd June 1939
1. Mysore	
2. Heggaddevankote	
3. Hunsur	
4. Krishnarajanagar	
5. Krishnarajpete	
6. Nagamangala	
7. Mandya	
8. Malvalli	
9. Seringapatam	
10. Maddur	
11. Nanjangud	
12. Gundlupet	
13. Chamarajnagar	
14. T.-Narsipur	
15. Periyapatna Sub-Taluk	
16. French-Rocks	

Remarks.—Includes produce on all Government unoccupied lands, Amrut Mahal Kavals, Plantations and State Forests and excludes the produce of Inam, Jodi, Khayamgutta, Sarvamanya, Kandayam and other lands which are in the occupancy of private individuals.

N.B.—(i) Removal of Kakke bark in plantations is prohibited.

(ii) The Government will not make any extra demand for lands resigned from occupation and the lessee shall not be entitled to any rebate on account of lands taken up for cultivation during the currency of the lease.

(iii) The lessee shall not interfere with any operation such as planting, sowing, thinning, felling or any work of contract, repair or maintenance, etc., that any Department of Government may wish to conduct in the leased area. Should any damage be caused to the Thangadi and Kakke bark by such operations he shall not be entitled to any compensation.

2. The auction will commence at 2 P.M., and if it is not concluded on the same day, will be continued from day to day at the same hour until concluded.

3. Defaulters on account of previous leases will not be permitted to bid.

4. No person will be allowed to bid unless he (1) produces a certificate from the Amildar of the Taluk in which he resides in the form prescribed by Government, in regard to his solvency and its extent, or an exchange certificate as provided for in clause 6, and (2) deposits also with the officer holding the sale a sum of Rs. 200 which must, except under unavoidable circumstances, be in the form of cash or currency notes.

5. Bidders who are not residents of Mysore State and who do not possess unencumbered property in Mysore State at least to the extent of the estimated value of the lease unit for which they intend bidding, should, before they are allowed to bid, either deposit with the officer conducting the sale half the estimated amount of the lease, to the nearest hundred rupees, as earnest money or they should produce a local surety fully solvent to the extent of the highest bid likely to be had at the conclusion of the sale. The bond to be taken from the surety should be on a stamp paper, the stamp payable being governed by the provisions of the Stamp Act. In cases where the foreign bidders deposit half the estimated amount of the lease, the usual deposit of Rs. 200 is unnecessary, and in cases where they produce a local surety the usual deposit of Rs. 200 should also be recovered from them. In the former case the remaining amount of the lease must be paid, before the expiry of half the period covered by the lease, in two equal quarterly

instalments, when the lease is for one year, and in two equal half yearly instalments, when the lease is for two years.

6. The highest bidder shall deliver his solvency certificate to the officer conducting the sale, and get in exchange, if he so desires, a certificate signed by the latter which will be sufficient authority for him to bid at auction sales in any one of the remaining divisions. This exchange certificate shall be delivered to the officer conducting the sale, in case the party named therein happens to be the highest bidder obtaining in lieu thereof, if he wishes, a fresh exchange certificate for his use. The exchange certificate will contain all the particulars found in the Amildar's certificate with the details of purchases made in the sales of other divisions as well as in the one in which the exchange certificate is sought for. The deposits of unsuccessful bidders will be returned immediately after the sale.

7. The exclusive right of collecting and removing the produce above described will be disposed of to the highest bidder, subject to the confirmation of the Chief Conservator of Forests, who at his discretion, may accept or reject the highest or any other bid, without assigning any reason therefor.

8. The highest bidder shall immediately after the close of the sale, credit into the Government Treasury, one quarter of the total sale amount including the deposit already made together with local, railway and other cesses, if any, *on the full lease amount* at the rates prevailing in the district. In default the deposit already made will be forfeited and the right resold. Such resale will be at the risk of the defaulting purchaser who will be liable to make good any loss that may result to Government by it, but will have no claim to any surplus accruing therefrom. Such losses shall be recoverable as an arrear of land revenue.

9. If the sale is not confirmed by the authority concerned, all moneys paid will be refunded to the party.

10. Within fifteen days of the intimation of the confirmation of the sale, the successful bidder shall execute a separate agreement at one for each unit, with one or more sureties to the satisfaction of the District Forest Officer of the District concerned, on a stamped paper of the value of ten annas procured at his own cost, and also furnish a security deposit of Rs. 500 or one-quarter of the sale amount, whichever is less, for each unit, for the due fulfilment of the conditions of the contract in the shape of Government Savings Bank Deposit. In default either to execute the agreement with the necessary sureties or to furnish the required security or both, the contract will be cancelled, all the moneys already paid forfeited to Government and the right resold at the defaulter's risk. He shall have no claim to any surplus accruing from such resale, but shall be liable for the loss arising therefrom which will be recovered as an arrear of land revenue under Section 79 of the Mysore Forest Regulation. After executing the agreement and furnishing the security, the successful bidder shall before entering on the collection of the bark, obtain from the District Forest Officer a permit in the prescribed form authorising him to commence the bark collection.

Note.—(1) The solvency and the respectability of the sureties should be proved to the satisfaction of the District Forest Officer and the sureties shall be held responsible for all payments to be made under the lease and for the due fulfilment of all the conditions of the contract.

(2) A sample form of the agreement may be seen at any of the District Forest Offices.

11. The balance of the sale amount shall be paid in three equal instalments at intervals of four months as follows :—

1st instalment	on or before	1st November 1939.	
2nd	do	do	1st March 1940.
3rd	do	on the 1st July 1940 or the next working day if 1st July 1940 is a General Holiday.	

In default to pay the instalments on the due dates, contract shall be cancelled and the right resold, the defaulter being liable for any deficit in the amount due to Government less the amount already paid. He shall have no claim on the surplus accruing from such resale, but shall be liable to the loss arising therefrom which shall be recovered as an arrear of land revenue, under Section 79 of the Mysore Forest Act or any other law for the time being in force. Interest at the rate in force for the time being will be levied on all arrears of lease amount which are permitted to be paid after the due date.

12. No concession of any kind will be shown to the contractor for loss on any account.

Further conditions to be entered in the agreement are—

(*a*) The lessee shall hold himself responsible to prevent the cutting of tender stems under one year by himself, his servants or agents.

(*b*) The lessee shall furnish a list of sub-contractors, agents or maistries and servants who may be appointed by him for the collection of the bark.

(*c*) The lessee shall work out the lease himself and not transfer or sublet it to others without the previous sanction of the Chief Conservator of Forests.

(*d*) The barked wood shall be the property of the lessee.

(*e*) The coolies employed by the lessee must take permits from the Range Officers when they enter State Forests.

(*f*) The lessee shall keep accounts showing the quantity of the bark collected and removed in accordance with the lease and permit the inspection of such accounts by any Forest Officer of and above the rank of a Ranger having jurisdiction within the area referring to the lease, and officers of the Revenue and Police Departments of and above the rank of an Amildar or Police Inspector, respectively.

(*g*) The lessee shall render every month to the District Forest Officer in the prescribed form, an account of the number of cart-loads of tangadi and kakke barks collected and carted during the month.

(*h*) The lessee shall provide printed licenses and passes in triplicate for the collection and for the export of the bark under his signature. In the latter case, each cart-load must be covered by a pass. These licenses and passes which will be in books shall be obtained from the Range

Forest Officer and will have a seal of the District Forest Officer impressed. The duplicate copies will be submitted to the Range Forest Officer, on the day on which the license or pass is issued. When the books are completed, the counterfoils should be returned to the District Forest Officer through the Range Officer and fresh supply obtained.

Note.—(1) Forest forms approved in Government Order No. G. 6119-21—Ft. 178-28-2, dated 20th November 1928, shall be used.

(2) The unused licenses and books remaining with the lessee on 31st July 1941 shall be returned to the District Forest Officer before the lessee claims the refund of the security deposit.

(*i*) The lessee or sub-lessee, his agents or maistries and servants shall be held responsible for any fires caused by negligence either by themselves or by their workmen and shall prevent occurrence of fires in the forests in which they may be working and render prompt assistance in extinguishing such fires as may break out accidentally.

(*j*) They will also be liable under the Forest Act, irrespective of any action that may be taken under the contract. They shall remove out of the limits of the District before the 31st July 1941 all bark collected and stored under the terms of this lease.

(*k*) Neither the lessee, nor sub-lessee, nor his employees shall enter the State Forests either before sunrise or after sunset.

(*l*) No collection of the bark will be permitted in the State Forests during the fire season, *i.e.*, from the 15th February to end of April of each year.

(*m*) The lessee or sub-lessee shall not interfere with the recognised rights of Inamdars.

(*n*) The lessee or sub-lessee shall hold himself responsible for the acts of his agents or servants in the business of collection and transport.

13. In the event of breach of any of these conditions, the lease will be cancelled or the security amount forfeited in whole or in part or both these penalties will be enforced at the discretion of the Chief Conservator of Forests. In the case of mere forfeiture of the security deposit amount, the difference will be made good immediately by the contractor, and in the case of the cancellation of the lease, the right will be resold, the lessee not being entitled to moneys already paid by him or for the subsequent excess realisations by resale, the deficit if any, that may result from such resale, being recovered from him as an arrear of land revenue.

M. MACHAYA,
Chief Conservator of Forests.

BANGALORE DISTRICT.

Notification dated 19th April 1939.

It is notified for general information that the following timber was found lying in Thattekere village of Kankanhalli Taluk and is now in the custody of Mr. Chikkanna Gowda, Forest License Vendor, Chikkannavalse village. Persons having any claim to the said timber are hereby required to present a statement of their claims to the District Forest Officer, Bangalore, within a month from the date of the publication of this notice and establish their claims thereto failing which the timber will lapse to Government under Section 42 of the Mysore Forest Act.

Details of timber seized.

Name of Range	Name of village	Place where the timber was found laying	Kind	Quantity	Remarks
Anekal ...	Thattekere, Kankanhalli Taluk.	Thattekere ..	Junglewood saras.	52=43 c.ft.	Kept in the custody of Mr. Nanjegowda, Forest License Vendor, Chikkannavalse village.

K. KRISHNASWAMY,
District Forest Officer.

KOLAR DISTRICT.

SALE OF TIMBER.

Notification dated 16th April 1939.

The attention of the public is drawn to the detailed notification published on pages 773-774, Part VI of the *Mysore Gazette*, dated 27th April 1939, regarding the sale of junglewood poles at Thippenahalli Depot.

The date of sale is 8th May 1939 at 2 P.M.

K. R. VENKATA RAO,
District Forest Officer.